

**PATRICIA A. PESHKA**

**PURCHASING AGENT**



**SCOTT AVEDISIAN**

**MAYOR**

**CITY OF WARWICK**

**PURCHASING DIVISION  
3275 POST ROAD  
WARWICK, RHODE ISLAND 02886  
TEL (401) 738-2000 EXT. 6240  
FAX (401) 737-2364**

The following notice is to appear on the City of Warwick's website Monday, July 20, 2015.  
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
BIDS REQUESTED FOR**

**Bid #2016-3B Wastewater Treatment Chemicals/POLYMER ONLY (Re-bid)**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Monday, July 20, 2015.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM, Monday, August 3, 2015. The bids will be opened publicly commencing 10:00 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

**Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**PLEASE SUBMIT THIS PAGE WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

**Addendum Number**

**Signature of Bidder**

\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ \*

\*Please include your email address. Future bids will be emailed, unless otherwise noted.

---

---

**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_

BID #2016-3B

\_\_\_\_\_  
PURCHASING AGENT

**CERTIFICATION & WARRANT FORM\***

**This form must be completed and submitted with sealed bid.  
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16-Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**\*This form cannot be altered**

**CITY OF WARWICK  
NOTICE TO BIDDERS**

**Bid #2016-3B Wastewater Treatment Chemicals/POLYMER ONLY (Re-bid)**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Monday, July 20, 2015.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM, Monday, August 3, 2015. The bids will be opened publicly commencing 10:00 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope. The exterior of the envelope shall be plainly marked to include: *YOUR COMPANY NAME* and "Bid #2016-3B Wastewater Treatment Chemicals/POLYMER ONLY (Re-bid)." Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please Scott Goodinson, Warwick Sewer Authority, 125 Arthur Devine Blvd., Warwick, RI at 401-468-4724.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

Any deviation from the specifications must be noted in writing and attached as part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Prices to be held firm date of award through June 30, 2016. Term contracts may be extended for an additional two, one-year terms upon mutual agreement unless otherwise stated.

The successful bidder must provide the City of Warwick with an original certificate of insurance (faxes are not acceptable) for General Liability and Automobile Liability in a minimum amount of \$2 million. The certificate of insurance must name the *City of Warwick as the additional insured* and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

The successful bidder will provide said insurance within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

Per Section 56-5(f), Post-Bid Award Requirement. When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity shall provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or

services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries shall be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this

Solicitation, which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

**The successful bidder must adhere to all City, State and Federal Laws, where applicable.**

## **SUPPLEMENT TO BID SPECIFICATIONS**

1. The Warwick Sewer Authority plans to purchase Liquid Polymer and Dry Polymer for Warwick Sewer Authority as indicated in the attached specifications.

Bidder is not to separate the supplement from the bid but must return same as complete. Bid is not to include any taxes, from which the City of Warwick is exempt by State law.

2. **BID:** Sealed bids shall be received by the Purchasing Agent on the form attached in a sealed envelope marked "Bid #2016-3B Wastewater Treatment Chemicals/POLYMER ONLY (Re-bid)" addressed to the Purchasing Agent.
3. **BID QUALIFICATIONS:** Each bidder shall present evidence that they are normally engaged in the purveying of this type of material, supplies or equipment. The bidder should be thoroughly familiar with the contents of the notice before submitting a bid. The bidder automatically acknowledges and accepts all the provisions, conditions and specifications of this notice; no bid shall be considered from bidders who are unable to show that they are normally engaged in purveying of the type of material, supplies or equipment bid on.
4. **DELIVERY:** Material shall be delivered for operation as required by the specifications. If the vendor fails to deliver materials as required in the time indicated, or subsequently agreed to, a credit may be taken in the bid price of 1/10 of 1% per day at the discretion of the Purchasing Agent for the City of Warwick. Off loading of any chemical shall be prohibited until a Warwick Sewer Authority employee has signed off and accepted said delivery.
5. **ACCEPTANCE OF REJECTION:** The City of Warwick – WSA reserves the right to reject any or all bids, to accept any bid or to waive any informality in the bid as deemed advisable in the best interest of the City.
6. **PAYMENT:** The City agrees to pay for the material within thirty (30) days after acceptance. Acceptance means 100% delivery of satisfactory merchandise to comply with our specifications.
7. **TESTS:** Before approval, the Superintendent shall have the right to inspect and test the materials furnished in accordance with this notice. All chemical deliveries shall be accompanied by a certificate of analysis.

Bid of \_\_\_\_\_(hereinafter called "bidder" organized and existing under the laws of the State of doing business as (Hereinafter called "Owner").

The bidder, in compliance with the invitation for bids for the supply of **Liquid Polymer and Dry Polymer** agrees to have examined the specifications with related documents and the site of the proposed delivery. The bidder shall be familiar with all of the conditions surrounding the project, hereby proposes to furnish all materials and supplies in accordance with the Contract Documents, at time set forth therein, and at prices stated below. These prices are to cover all expenses incurred in furnishing and delivering material in accordance with the Contract Documents, of which this bid is a part.

A. BASE BID – The bidder agrees to furnish **liquid cationic water-soluble polymer** as described in the specifications for the price per gallon and per pound as listed below. Amount shall be shown in both words and figures. In case of discrepancy, the words shall govern.

\$\_\_\_\_\_ gallon  
\_\_\_\_\_ Gallon  
\$\_\_\_\_\_ pound  
\_\_\_\_\_ Pound

A-1 BASE BID - ALTERNATE– The bidder agrees to furnish **liquid cationic water-soluble polymer – on-site make-up option** as described in the specifications for the price per gallon and per pound as listed below. Amount shall be shown in both words and figures. In case of discrepancy, the words shall govern.

\$\_\_\_\_\_ gallon  
\_\_\_\_\_ Gallon  
\$\_\_\_\_\_ pound  
\_\_\_\_\_ Pound

B. BASE BID – The bidder agrees to furnish **dry cationic water-soluble polymer** as described in the specifications for price per pound as listed below. Amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

\$\_\_\_\_\_ pound  
\_\_\_\_\_ Pound

The above prices shall include all labor, materials, transportation, uses of containers, overhead, profit, insurance, etc., for the period of the contract. No additional or separate deposit will be made on containers. The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

**CERTIFIED BY:**\_\_\_\_\_

**ADDRESS:**\_\_\_\_\_

**SEAL IF A CORPORATION:**



## **SPECIFICATIONS FOR LIQUID POLYMER**

### **1. SCOPE**

This specification covers one (1) grade of Liquid Polymer, suitable for use in conditioning a mixture of waste activated sludge, primary sludge and/or gravity thickened sludge for sludge thickening.

### **2. GENERAL**

The price shall be good from the bid award date to June 30, 2016, with an option to extend for one full year. Term contracts may be extended for two additional one year terms upon mutual agreement unless otherwise stated. Billing shall be based on total gallons of product delivered.

### **3. QUANTITY**

The expected consumption rate for this product is approximately 85,000 gallons or approximately 725,000 pounds per year. The owner reserves the right to increase or decrease this quantity based upon process requirements.

### **4. DELIVERY**

The product shall be delivered via bulk tank truck, as required, within two (2) days after notification from the Waste Water Treatment Facility. These deliveries shall arrive on a seven-day per week basis, without any extra cost to the city. Typical orders will be in the 4,000 – 4,400 gallons range. Deliveries shall be made to the bulk storage tank connection located at the loading dock of the Warwick Wastewater Treatment Facility between the hours of 8:00 am and 3:00 pm. \*Delivery of on-site makeup liquid polymer will be at the convenience of the WSA.

### **5. TRANSPORTATION**

All deliveries shall conform in every aspect with applicable Federal and State laws for safety and load requirements.

### **6. STANDARDS**

The Polymer used is to be of high molecular weight; water-based cationic polyacrylamide flocculent which must be readily miscible in water. It shall be stable in its original form and have a shelf life of at least five (5) days in the diluted form. Polymer should be odorless with a pH of 3.5 – 4.0 and a viscosity of 40,000 – 55,000 centipoise (CPS). Also, Polymer shall not be harmful if applied to skin, and shall not meet any criteria of a hazardous substance. Oil-based (emulsions), Mannich (manufactured with formaline and dimethylamine) and dry flocculants are not acceptable for this bid.

### **7. SPECIAL INFORMATION FOR BIDDERS**

Only those manufacturers who successfully complete plant trials and have met these specifications will be eligible for the award of this contract.

Failure of the polymer to perform as required by these specifications will be grounds to void this contract.

The Warwick Sewer Authority may cancel this contract upon twenty days written notice to the contractor, should the product, for any reason, prove unsatisfactory for the purpose intended, or should there be a decline in the effectiveness per pound of material below that of the results documented in the initial trial.

\*The Warwick Sewer Authority will also accept alternate bids of water-based Cationic Polyacrylamide Flocculent that requires on-site makeup performed by the supplier. This bid should be clearly submitted as "On-site Makeup" and be bid as such. All cost to perform on-site makeup (parts and installation of water lines and fittings) will be at the expense of the bidder. If bid is approved, the bidder will provide liquid product for 60-days at the bid price while plumbing and receiving area modifications are being completed. Therefore, bidders must supply base bids for both item A and A-1.

If additional equipment is required to facilitate the Vendor's delivery, the Vendor will supply all the necessary equipment. If any modifications are required to the existing delivery station, the Vendor will make such modifications at his expense.

The final determination of the selection of the successful bidder will not necessarily be the lowest price per pound of polymer, but rather the performance of the product based on costs/ton of dry solids produced by the filter, resulting from trial runs and/or knowledge and experience with the product. Upon request, the bidders shall provide the Warwick Sewer Authority with one (1) 275-gallon tote of the product which will allow for all the required trial testing.

## SPECIFICATIONS FOR DRY POLYMER

The Warwick Sewer Authority (WSA) uses Cationic polymer (Cationic Polyacrylamide Flocculants) in three (3) different locations. (1) - for flocculating and improving solids capture, settleability and compaction of settled primary / waste mixed liquor / waste activated sludge in the Gravity Thickener; (2) – for settleability and compaction of mixed liquor as it enters the secondary clarifiers; (3) – Dewatering/Thickening of sludge utilizing a Rotary Screen (drum) Thickener. These manual batch made solutions are only produced when standard liquid polymer is not available. Product shall be granular material suitable for easy handling.

The average annual usage is approximately 5,200 pounds of dry cationic polymer. This usage could vary over the course of the contract and should only be used as an indication of use.

Polymer can only be bid if proven to the satisfaction of the Warwick Sewer Authority (WSA) Plant Superintendent to be effective in obtaining the required results, and can be applied efficiently utilizing the existing polymer feed and make-up equipment. Polymers requiring feed equipment other than that furnished by WSA must be supplied by the bidder for both the plant trial and the duration of the contract. Approval of the polymer selected shall have satisfactorily demonstrated to be effective during a trial basis at the WSA prior to the date of the bid opening. Fifty pounds of dry polymer for these trial periods are to be furnished by the supplier after arrangements have been made with the Wastewater Treatment Plant. The trials will be conducted by both supplier and WSA plant personnel. This will allow all polymers to be evaluated and compared with like biosolids and conditions. A minimum of one (1), fifty (50) pound bag of polymer will be used in the plant to during the trail testing to assure compatibility with existing polymer feed equipment and the three (3) different plant processes.

Since polymer is not used on a regular basis in the secondary clarifiers, it will not be possible to do a bench test for this application. Polymer is only used for this application when the plant is in an "upset" condition (heavy flow conditions). Historically, the same polymer has worked well in the Secondary Clarifiers, RST, and in the Gravity Thickener. This is assumed to continue; therefore only one polymer will be bid for these applications. The polymer dosage determined by the bench top test will be used in the bid evaluation process.

<b>Product Type:</b>	Cationic Water-Soluble Polymer
<b>Appearance:</b>	White Crystalline Powder or Granular
<b>pH:</b>	3.0 – 4.0
<b>Delivery:</b>	50 lbs bags or similar packaging

The polymer bid must have an adequate shelf life to remain in a uniform, useable condition throughout the receiving, storing, and using cycle of a minimum of six months. The WSA shall reserve the right of cancellation through a written notice expressing such intentions and providing thirty (30) days for effective cancellation. This contract may be cancelled in the event the polymer being furnished requires an excessively high application rate. The polymer feed application rate shall be considered to be excessively high if the feed rate in lb/ton as expressed in the bid proposal is exceeded by 20% to achieve coagulation and flocculation using the average of the performance for seven consecutive days as a basis of determining effectiveness.

**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** Bid #2016-3B Wastewater Treatment  
Chemicals/POLYMER ONLY (Re-bid)

**I. BID:**

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications. Please list each fee per parcel below.

**Pricing as Submitted**